

**SECTION 2 - SPECIAL TERMS AND CONDITIONS****2.1 PURPOSE**

The purpose of this solicitation is to award a contract for the purchase and delivery of Aqueous Ammonia (ammonia dissolved in water) in tanker truck loads to the County.

**2.2 TERM**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Internal Services Department, Procurement Management Services Division, and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for two (2) years, and shall expire on the last day of the two (2) year period.

**2.3 OPTION TO RENW**

The initial contract price resultant from this solicitation shall prevail for a one (1) year period from the contract's initial effective date. Prior to, or upon completion, of that initial term, the County shall have the option to renew this contract for an additional one two (2) year period. The County may consider an adjustment to price based on paragraph 2.6.

**2.4 METHOD OF AWARD**

**2.4.1** Award will be made to the single lowest priced responsive and responsible bidder for the item listed in this solicitation. If the awarded Bidder defaults, the County shall have the right to negotiate with the next responsive and responsible Bidder.

**2.5 MINIMUM QUALIFICATIONS**

**2.5.1** Bidder shall be the manufacturer of the offered product, or be authorized by the manufacturer or the designee, as a direct distributor to be considered for award. A third party bidder (reseller or toll blender) will not be considered qualified. Bidders are required to submit proof of manufacturer's authorization. The proof may be in the form of the following:

1. A formal notice on manufacturer's letterhead identifying the Bidder as the manufacturer, or designating the Bidder as equivalent direct distributor. The notice must include contact name and phone number from an authorized signature and be signed and dated within 12 months of bid submission.

**2.5.2** Bidder shall provide an American National Standards Institute/National Science Foundation Standard 60 Certification (ANSI/NSF Standard 60 Certification) for Drinking Water Treatment Chemicals.

**2.5.3** Bidder shall provide a Certification of Analysis supplied by the manufacturer of the material in accordance with Federal Specification and Standard A-A-59370.

**2.5.4** Bidder shall provide a Safety Data Sheets supplied by the manufacturer.

**2.5.5** The aqueous ammonia must be clearly identified on the offer submittal page as to the product manufacturer, location of manufacturing plant, percent offered, and by weight, as requested, in order to be eligible for award. Use of terms such as, "As Spec" or left blank is unacceptable. Failure to provide this information with the offer may result in the bidder offer being deemed non-responsive.

Bidders shall provide all of the specified information and documents listed above with their submittal form as proof of compliance to the requirement of this solicitation. However, the County may, at its sole discretion and in its best interest, allow Bidders to complete, supplement or supply the required documents.

The County at its sole discretion may request additional information in order to assess the bidders' responsibility. Failure to supply these documentations may result in the bidder offer being deemed non-responsive.

## **2.6 PRICES**

**2.6.1** The initial contract price resultant from this solicitation shall prevail for no less than a twelve (12) month period from the contract's initial effective date. A price adjustment may be upward or downward based on direct and documented price fluctuations by the manufacturer to the suppliers.

**2.6.2** It is the bidder's responsibility to request any pricing adjustment under this provision. For any adjustment to be considered, the bidder(s) request shall be submitted no less than 90 calendar days prior to expiration of the then current 12 month period. The bidder(s) request shall not be in the excess of the relevant documented price fluctuation by the manufacturer to the suppliers.

**2.6.3** Any adjustment received after 90 calendar days from the expiration of the then current 12 month period may not be considered. If no adjustment request is received from the bidder, the County will assume that the bidder has agreed that the next 12 month period will be without any upward price adjustment. The County reserves the right to negotiate lower pricing based on the market research information or other factors that influence price. The County reserves the right to apply any reduction in pricing for the additional 12 month period based on the downward movement of the manufacturer documentation.

**2.6.4** It shall be further understood that the County reserves the right to reject any price adjustments submitted by the bidder and/or to terminate the contract with the bidders based on such price adjustments.

**2.6.5** The bidder's price quoted shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the bidder will be disallowed.

## **2.7 COMPLIANCE / REGULATIONS**

### **2.7.1 FEDERAL STANDARDS**

All services / items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association, and American National Standards Institute/National Science Foundation (ANSI/NSF).

## 2.7.2 POLLUTION CONTROL

It is the intent of these specifications to comply with the Miami-Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the vendor through the Regulatory and Economic Resources (RER), 701 NW 1<sup>st</sup> Court, Suite 400, Miami, Florida 33136, Telephone (305) 372-6789.

## 2.7.3 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible bidder. Barricades shall be provided by the bidder when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

## 2.8 INSURANCE REQUIREMENTS IN SECTION 1, PARAGRAPH 1.21 OF THE TERMS AND CONDITIONS ARE NOT APPLICABLE

## 2.9 PURCHASE OF OTHER ITEMS

While the County has listed the aqueous ammonia in the forms and compositions currently used by the County departments in conjunction with the operation of the plants process, there may be similar purchases by the County during the term of this solicitation. Any additional forms and compositions required may be purchased as needed. Under these circumstances, a County representative will solicit the awarded bidder to obtain a price quote for similar item. Should a different item be quoted than listed on the request for price quotation, the awarded bidder shall provide the documentation as listed in Section 2.3 of this solicitation or any supporting documentation as required by the County.

## 2.10 DELIVERY

**2.10.1** Bidders shall make deliveries within two (2) calendar days after the date of the order. Deliveries will be accepted seven (7) days per week, 24 hours per day, Monday through Sunday.

**2.10.2** Preston and Alexander Orr Water Treatment Plants have two (2) 8,000 gallon storage tanks each; Hialeah Water Treatment Plant has two 4,000 gallon storage tanks. All tanks have 2 inch camlock quick coupling fill connections installed.

**2.10.3** Delivery shall be made by tanker trucks. All trucks used to delivery product to the County shall comply with all Federal, State, and Local regulations covering the transportation of hazardous products. All deliveries shall be made in accordance with good commercial practice and all delivery schedules shall be adhered to by the Vendor(s); except in such cases where the delivery will be delayed due to acts of nature, strikes, or other causes clearly beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the delivery time or date so that a revised delivery schedule can be appropriately considered by the County.

**2.10.4** The tank shall be inspected to ensure they are free from contaminant prior to loading the aqueous ammonia. The delivery vehicle must supply all necessary hoses, meters, and pumps to accomplish delivery and unloading at all designated locations. Vendors are responsible for unloading the product into the County's storage units. Due to space restrictions within plants, tractor trailer size loads cannot exceed 56 feet. Straight tank trucks can be accepted.

**2.10.5 PACKING SLIP / DELIVERY TICKET / CERTIFICATE OF ANALYSIS**

Bidder(s) shall enclose a complete **packing slip / delivery ticket / Certificate of Analysis** with any items to be delivered in conjunction with this bid solicitation. The **packing slip / delivery ticket / Certificate of Analysis** shall be available to the County's authorized representative during delivery. The **packing slip / delivery ticket / Certificate of Analysis** shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

**2.10.6 TESTING / NONCONFORMANCE OF PRODUCTS**

During the term of the contract, samples of delivered items may be randomly selected and tested for compliance / performance. If it is found that the delivered commodities do not conform to the specifications, the County will notify the bidder of nonconformance within ten (10) calendar days. The County shall then require replacement of the item within 48 hours after notification.

**2.10.7 SECURITY OF DELIVERIES**

Bidder(s) shall not disclose any shipping information, e.g. delivery schedules, rail car locations, delivery routes, etc., to any person, company or organization without the written permission of the County. The awarded bidder(s) must seal all shipments made pursuant to this bid and the seal must remain unbroken until the delivery is received at the designated facility. The departments emergency contact information will be provided upon award.

### SECTION 3 – TECHNICAL SPECIFICATIONS

#### 3.1 SCOPE OF WORK

The purpose of this solicitation is to award a contract for the purchase and delivery of Aqueous Ammonia (ammonia dissolved in water) to the County for use in water treatment. The aqueous ammonia supplied under this specification shall contain no substances in quantities capable of producing deleterious or injurious effects on the health of those consuming water that has been treated with the chemical. Bidders shall submit offer based on solution weight basis.

#### 3.2 SPECIFICATIONS

- a) Colorless and free from suspended matter and sediment
- b) Contain between 18 and 20 percent ammonia (NH<sub>3</sub>) by weight
- c) Not to exceed the maximum concentration of chloride and heavy metal (as Pb) of 0.5 ppm.
- d) Not to exceed the maximum concentration of 2 ppm of phosphate (as PO<sub>4</sub>), and 2 ppm of total sulfur (as SO<sub>4</sub>).
- e) National Science Foundation/American National Standards Institute Standard 60 Certification certified reagent grade Aqueous Ammonia.